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INDAMEX CROSS
SPACE CHARTER, SAILING AND
COOPERATIVE WORKING AGREEMENT

A Cooperative Working Agreement

FMC Agreement No. 011830-
012+ (7th Edition)

Expiration Date: None

Original Effective Date: December 1, 2002

INDAMEX CROSS SPACE CHARTER, SAILING
AND COOPERATIVE WORKING AGREEMENT
Agreement No. 011830-011 (7th Edition)
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INDAMEX CROSS SPACE CHARTER, SAILING
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3 Nippon Yusen Kaisha ("NYK")
(until terminated pursuant to Article 13)
Yusen Building
3-2, Marunouchi 2-Chome
Chiyoda-ku, Tokyo 100-91 Japan

4 Ocean Network Express Pte. Ltd. ("ONE")
7 Straits View, Marina One East Tower
#16-01/03 and #17-01/06,
Singapore 018936

~~3~~5 Orient Overseas Container Line Limited ("OOCL")
31st Floor, Harbor Centre
25 Harbor Road Wanchai,
Hong Kong

hereinafter be referred to individually as "Party" and collectively as "Parties."

Article 4: GEOGRAPHIC SCOPE

This Agreement shall cover transportation between ports on the East Coast of the United States (Eastport, Maine to Key West, Florida) and U.S. inland and coastal points served via such ports, on the one hand, and (i) ports and points in India, Pakistan, Sri Lanka, and Bangladesh; (ii) ports and points in countries bordering the Mediterranean Sea and in Portugal; and (iii) ports and points in countries bordering the Red Sea and in the United Arab Emirates, on the other hand. All of the foregoing is referred to herein as the "Trade". It is understood that each of the Parties may utilize space available to it under this Agreement for the carriage of cargo originating in and/or destined to countries outside the Trade.

may, without the requirement of any further prior notice to the other Party(ies), appoint its arbitrator as sole arbitrator and shall advise the other Party(ies) accordingly. The award of a sole arbitrator shall be binding on all Parties as if he had been appointed by agreement.

Nothing herein shall prevent the Parties from agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$ 100,000 the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when arbitration proceedings are commenced.

ARTICLE 13: TRANSITION

13.1 Effective April 1, 2018 (the "Transition Date"), the container liner operations of Kawasaki Kisen Kaisha, Ltd.; Mitsui O.S.K. Lines, Ltd.; and Nippon Yusen Kaisha shall be combined into a new company known as Ocean Network Express Pte. Ltd. ("ONE"). In light of the foregoing, the Parties hereto agree as follows:

(a) Effective as of the Transition Date, this Agreement is hereby amended to add ONE as a Party.

(b) Subject to subparagraph (c) below, effective as of the Transition Date, NYK hereby transfers and assigns all its rights, obligations and liabilities under the Agreement to ONE and, subject to subparagraph (c) below, this Agreement shall automatically be terminated vis-a-vis and cease to apply or bind NYK, and with the same terms and conditions, automatically be effectuated to apply to and bind ONE. ONE hereby accepts above effectuation, the transfer and assignment of, and agrees to assume, all of the rights, obligations and liabilities of NYK under the Agreement effective as of the Transition Date. The other Parties to the Agreement hereby consent to the herein described transfer and assignment.

(c) Notwithstanding subparagraph (b) above, NYK shall remain liable to the other Parties to the Agreement for its obligations under the Agreement with respect to the period prior to the Transition Date, as well as for any obligations arising out of or in connection with voyage legs which began prior to the Transition Date but which will not be completed until after the Transition Date and any cargo movements thereon. In this regard, it is understood and agreed by all Parties that ONE shall be responsible only for those obligations arising out of or in connection with voyage legs and/or cargo movements being performed by it, and shall not be responsible for voyage legs and/or cargo movements performed by NYK. The obligations of NYK under this subparagraph (c) shall survive the

termination of the membership of NYK in this Agreement.

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(d) Subject to the last sentence of subparagraph (c) above, effective as of the Transition Date, the Agreement is hereby amended to delete NYK as a Party; provided, however, that notwithstanding said deletion, NYK shall remain a Party to this Agreement for purposes of completing voyage legs and for fulfilling all obligations arising out of or in connection with such voyage legs which began prior to the Transition Date but which will not be completed until after the Transition Date and any cargo movements thereon.

(e) Prior to the Transition Date, ONE is authorized to attend and participate in all decisions under this Agreement. Notwithstanding the foregoing, ONE shall have no voting rights under the agreement until after the Transition Date.

(f) Effective as of the Transition Date, all references in this Agreement to NYK shall be read as references to ONE.